The Scope of Legal Protection for Consumers Amidst the Proliferation of E-Contract Transactions

Abdelhakim BOUDJANI *
Belhadj Bouchaib University, Ain Temouchent, Algeria
The Mediterranean Laboratory for Legal and Economic Studies
abdelhakim.boudjani@univ-temouchent.edu.dz

Date of submission: 26/02/2026 - Date of acceptance: 23/03/2026 - Date of publication: 27/07/2026

Abstract: Consumers require legal protection due to risks, lack of security, and trust between contracting parties, exacerbated by the proliferation of issues arising from electronic contracting. Among these issues is the lack of equality between the product and the consumer in terms of knowledge and awareness of essential elements related to the consumption contract.

Consequently, adherence to consumer notification is essential to enable consumers to know the nature of the product, its real benefits, drawbacks, or some of its defects. The consumer's right to information is necessary for their protection and assistance in making decisions regarding contracting or abstaining from it.

Keywords: Consumer; Legal Protection; Electronic Contracts.

***Corresponding author: Abdelhakim BOUDJANI.**

Introduction:

The global economic development has influenced the legal system of nations, including the Algerian state, which has sought to embody economic reforms through the issuance of a series of laws affirming Algeria's entry into market economy policies, liberalization of foreign trade, and adoption of principles such as freedom of competition, trade, and industry.

However, this has negatively impacted consumer protection due to the difficulty in controlling the goods and products flooding Algerian markets in terms of quantity and quality. Adding complexity is the technological advancement and proliferation of e-contract transactions, characterized by the significant peculiarity of remote contract formation, leaving consumers often unaware of their obligations and with whom they are contracting, raising issues regarding trust and security between contracting parties.

Consumers require legal protection due to risks, lack of security, and trust between contracting parties, as well as the numerous problems arising from electronic contracting, including the lack of equality between the product and the consumer in terms of knowledge and awareness of essential elements related to the consumption contract. Therefore, it is imperative to ensure consumer notification to enable them to know the nature of the product, its actual benefits, drawbacks, or some of its defects.

Consumer notification is necessary for their protection and assistance in making decisions regarding contracting, especially considering that compliance with notification in electronic contracting is more critical than in traditional contracting, as it often occurs without a real meeting between the contracting parties and without the consumer physically inspecting the contracted item, leading consumers to frequently fall victim to fraud and deception.

Consequently, we raise a series of following issues: What is the importance of notification in electronic contracts, especially during the negotiation phase? Prior to that, we inquire about the content of the electronic contract and the impact of non-compliance with notification in electronic contracts.

Through these inquiries, we will divide this research into two sections: In the first section, we will address the nature of the electronic contract and the importance of consumer notification therein, while in the second section, we will illustrate the impact of non-compliance with notification in electronic contracts and the extent of legislator protection for consumers in this scenario.

Section One: The Nature of the Electronic Contract and the Importance of Consumer Notification therein

In this section, we will discuss the nature of the electronic contract (first), and the importance of consumer notification in the electronic contract (second).

The Scope of Legal Protection for Consumers Amidst the Proliferation of E-Contract Transactions

Firstly: The Reality of Electronic Contracts:

There is no doubt that technological advancement in the current era is rapid and also beneficial to the world at large, as it provides individuals with everything they need with ease and at incredibly fast speeds.[1].

One of the most important and dangerous types of this modern technology (the internet), is its exceptional ability to enable rapid communication between countries, regardless of distance or duration. Through it, direct conversations can take place, whether through writing, voice communication, or video.[2] One of its dangers lies in the conversations between young people through chatting, given the deception and fraud that has occurred and continues to occur between the parties involved.[3]

While some consider the internet as one of the modern means through which the most significant contract of all, marriage, can be conducted, the fundamental principle of marriage is that it should be expressed verbally through an offer and acceptance, with both parties present in the contract ceremony. This is to prioritize what is more appropriate, cautious, and conducive to the objectives of marriage, including getting to know each other, formalizing rights, and safeguarding them.[4]

If we were to define the internet, we must acknowledge that the second half of the twentieth century witnessed an explosion in the presence of the internet on a global scale. This is evidenced, for example, by the significant increase in the number of internet users. In 2006, the number reached 694 million users worldwide. Currently, this number has surpassed one billion users, according to a study by the American technology research company "Cosmo."[5]

Therefore, it is more appropriate for us to define the Internet: The word "Internet" is an English word composed of two words (Inter-Net), where "Inter" means interconnection and communication, and "Net" means network. In the first sense, the Internet is understood as a

---

[1] - Amani Ali Mutawalli, Legal, Sharia, and Scientific Regulations for Modern Types of Marriage and Divorce, Dar Al-Kutub Al-Haditha, Cairo, Egypt, 1430 AH - 2010 AD, p. 135.

[2] - Al-Rahim Salehi, "The Validity of Marriage via Email: A Comparative Study between Islamic Jurisprudence and Algerian Law," Journal of Policy and Law Notebooks, Faculty of Law and Political Science, University of Kasdi Merbah, Ouargla, Algeria, June 2012, Issue 07, pp. 189-190.

[3] - - Amani Ali Mutawalli, "Legal, Sharia, and Scientific Regulations for Modern Types of Marriage and Divorce," the same reference as above, p. 135.

[4] - - Alaa al-Din al-Kasani, "Bada'i al-Sana'i fi Tartib al-Shara'i," Vol. 2, Dar al-Kitab al-Arabi, Beirut, Lebanon, 1982, p. 229.

- Abdul Raouf al-Manawi, "Al-Dardir Hashiyat al-Sawi 'ala al-Sharh al-Saghir," Vol. 1, Dar Ihya al-Sunna, Cairo, Egypt, n.d., p. 282.

- Muhammad Kamal al-Din Imam and Jaber Abdul Hadi Salem al-Shafi'i, "Masail al-Ahwal al-Shakhsiya al-Khassa bi al-Zawaj wa al-Farqah wa Huquq al-Awlad fi al-Fiqh wa al-Qanun wa al-Qada'," Halabi Publications, 2003, p. 35.

[5] - Zine Milawi, "Towards the Implementation of E-Government Rules," Moroccan Journal of Jurisprudence and Law, February 2014, Issue 18, p. 142; Zine Abdelhadi, "Scientific Steps to Consolidate Governance in the Arab World," Intervention by the President of the Arab Union for Information, p. 13.

single network, but the reality shows that it is not the only network, but rather a network that connects multiple networks; hence it is called the "network of networks."[6]

The term "WAN" (Wide Area Network) is also used to refer to it, and the internet is considered a global network that connects all networks, serving as a common source for networking, exchanging information, and sharing knowledge. The internet is the name of a massive system spread around the world, serving as the main engine of globalization and embodying the concept of the global village.

The internet is also described as a dense forest of information exchange centers that store, receive, and transmit all types of information in various branches of knowledge and in all aspects of life.

Therefore, contracting over the internet has become a link between peoples, and the importance of contracting over the internet has increased with significant technological advancements, particularly concerning provisions related to commercial transactions.[7]

The second article of the European Directive issued on May 20, 1997, concerning the protection of consumers in distance contracts, defines it as follows: "Any contract relating to goods and services concluded between a supplier and a consumer, within the regulatory framework for distance selling or the provision of services regulated by the supplier, which is concluded using one or more electronic communication means until the contract is concluded."

Since electronic contracts are concluded remotely through electronic communication means, this European directive defines them as: "Any means used for contracting between the supplier and the consumer without their physical simultaneous presence until the conclusion of the contract between the parties."[8]

Furthermore, some aspects of jurisprudence define an electronic contract as: "Any sale of goods or provision of a service concluded without the physical simultaneous presence of the

---

[6] - Osama Ahmed Badr, "Consumer Protection in Electronic Contracting: A Comparative Study," New University Press, Egypt, 2005, pp. 16-17; Zine Milawi, "Towards the Implementation of E-Government Rules," the same reference as above, p. 143; Also see, Lionel Bochurberg, "Internet Commerce Électronique," Delmas, 2nd edition, 2001, p. 09..

[7] - Nabil Ali, "Arab Culture in the Information Age," Knowledge World Series, National Council for Culture, Arts, and Literature, Kuwait, 2001, p. 92.

- See, Muawan Mustafa, "E-Commerce and Combating Cybercrime," Modern Book House, Cairo, Egypt, 2009, pp. 24-25.

- See, Salyana Murad Farouk, "Introduction to the Internet," 1st edition, Dar Al-Maseera for Publishing and Distribution, n.d., 2001, p. 19.

[8] -- Kassal, Samia. "The Importance of Compliance with Information Disclosure in Consumer Protection in Electronic Contracts." Fifth National Symposium on the Impact of Economic Transformations on Amending Consumer Protection Law, University of Chlef, December 5-6, 2012, p. 2.

- See, Mahmoud, Khalid. "Characteristics of Electronic Contracts," article published on the website: www.kenanaonline.net.

- See, Habbal, Dina Mahmoud. "Consumer Protection in Distance Contracting," Vol. 1, Legal Scientific Research Paper submitted for the title of Professor in Law, Syrian Lawyers Forum, Syrian Arab Republic, 2007, published on the website: www.startimes.com.

parties between the consumer and the professional, who use, among other things, one or more remote communication means."

This summarizes the reality of remote electronic contracting. Now, we must consider the importance of compliance with information disclosure in this type of contract, which we will discuss in the next point.

Secondly: The importance of compliance with information disclosure in electronic contracting:

Despite the speed and convenience offered by electronic means in transactions, reducing the inconvenience of travel and travel expenses, they do not allow the contracting parties to have a clearer understanding of each other and do not provide confidence in The situation of face-to-face negotiation raises concerns, ambiguity, and uncertainty regarding practical contractual aspects, especially concerning verifying the identity of the contracting party and ensuring their eligibility.

It also raises questions during the negotiation stage about the authenticity of the existence of the goods or services, and the legitimacy of what is offered on the website in terms of the ownership of its intellectual property materials, given the abundance of fraud occurring on fake websites or the unauthorized content of products and services offered.[9]

Therefore, achieving equality in knowledge between contracting parties is essential to ensure informed and enlightened consent. The disparity in knowledge may result from significant technological advancements and the widespread use of modern communication methods. These advancements have introduced various types of goods and products, leading to discrepancies in technical knowledge and expertise. Consequently, jurisprudence emphasizes that the contracting party's satisfaction is only enlightened when they have complete knowledge of all contract-related elements during electronic negotiations.

The significance and purpose of pre-contractual information disclosure lie in the fact that theories such as the theory of defects of consent, the theory of hidden defects guarantee, and the theory of exposure and entitlement guarantee may not provide sufficient protection for the consumer.

It can be challenging for the consumer to prove their mistake regarding an essential quality of the sold item. However, by adhering to pre-contractual information disclosure, the consumer can benefit from protection by demonstrating that there are essential pieces of

[9] - Nasser, Nour al-Din. "Compliance with Information Disclosure in the Electronic Field." Journal of Jurisprudence and Law, July 2011, www.majalah.new.ma.
Kassal, Samia. "The Importance of Compliance with Information Disclosure in Consumer Protection in Electronic Contracts," p. 7.

information related to the sale known to the seller, yet concealed or misrepresented, despite their significance to the consumer[10].

As the exchange of expressions of will over the Internet occurs with the physical absence of the contracting parties, who are present in time but absent in space, this situation does not allow the contracting party to verify the eligibility or characteristics of the other contracting party precisely. Additionally, entering into contracts through electronic services imposes on the party with more knowledge and awareness before entering into the contract an obligation to inform the weaker party regarding essential information.

This is mostly what can be said about the reality of electronic contracts and the importance of consumer information therein. What about the impact of non-compliance with information disclosure in electronic contracts and the extent of legislative protection for consumers in this case? This will be elucidated in the next section.

Section Two: The Impact of Non-compliance with Information Disclosure in Electronic Contracts and the Extent of Legislative Protection for Consumers in This Case

In this section, we will discuss the impact of non-compliance with information disclosure in electronic contracts (first), and the extent of Algerian legislative protection for consumers in case of non-compliance with their information disclosure (second).

First: The Impact of Non-compliance with Information Disclosure in Electronic Contracts

The execution of the obligation to disclose information involves providing the consumer with accurate and sufficient information in a timely manner before concluding the contract. Therefore, providing inaccurate or insufficient information about the subject matter of the contract, which led the consumer to contract based on this information, constitutes a breach of the obligation to provide accurate and sufficient information. Moreover, the silence of the seller or supplier regarding the provision of this information results in the issuance of a defective will by the consumer due to deception. This is because if the consumer knew about the information related to the product, they would not have entered into the contract, and they would not have accepted the contract's terms.

It is worth asking about the position of the Algerian legislator in the event of the seller's non-compliance with informing the consumer online, which will be elucidated in the next point.

[10] - Mohammed Sayed Mohamed Imran, Compliance with Electronic Information Prior to Contracting via the Internet, Ouarsis Legal Forum, March 15, 2010: www.sciencesjuridiques.ahlamontada.com
- See, Kasal Samia, The Importance of Compliance with Information in Protecting Consumers in Electronic Contracts, Ibid, p. 08.

Second: The Extent of Algerian Legislative Protection for Consumers in Case of Non-compliance with Their Information Disclosure

The Algerian legislator has stipulated the necessity for the seller to inform the consumer adequately about the item being sold in the first paragraph of Article 352 of the Civil Code, which states that "the buyer must be informed sufficiently about the item being sold, and information is considered sufficient if the contract includes a statement of the sale and its basic descriptions so that it can be identified."

Therefore, the seller must declare the truth of the sale and describe it in a manner negating ignorance. The information must be sufficient to create a clear understanding in the buyer's mind, free from any ambiguity or ignorance[11].

The Consumer Protection and Anti-Counterfeiting Law of 2009, Article 17, states: "Every party involved must inform the consumer of all information related to the product intended for consumption, through labeling or any other appropriate means."

In the context of electronic consumer contracts, the place for such information is specified through describing the product or service in a manner that prevents ignorance on the computer screen via the internet or other electronic communication methods. The right to be informed about the characteristics and qualities of the product is an obligation imposed on the supplier or seller towards the consumer. Information should cover all essential aspects related to the contracted item.

However, the challenge lies in the fact that the Algerian legislator did not specify the other appropriate means for informing apart from labeling in Article 17 of the Consumer Protection and Anti-Counterfeiting Law of 2009[12]. Therefore, what is the suitable means for informing in electronic contracts?

Electronic contract formation not only involves informing the consumer but also includes what is known as product inspection. Inspection is done through catalogs or electronic guides available on the internet, enabling consumers to view goods and products. The guide contains a range of necessary information and data for the contracting process, such as the company's name, main headquarters, email address, products, prices, shipping fees, customs duties, taxes, delivery time, and other essential details[13].

To complement the above, it may be argued that in the field of electronic contracts, the “appropriate means” of informing the consumer, as required by Article 17 of the Consumer

[11] - Omar Khalid Zraiqat, E-Commerce Contracts: Online Sales Contracts, Analytical Study, Dar Al-Raya for Publishing and Distribution, Amman, Jordan, 2007, p. 198.

[12] - It is Law No. 09-03 dated February 25, 2009, concerning consumer protection and combating fraud, published in Official Gazette No. 15 issued on March 8, 2009.

[13] - Kassal, Samia. "The Importance of Compliance with Information in Protecting Consumers in Electronic Contracts," same reference, p. 9.

- See, Osama Abu al-Hasan Mujahid, The Specifics of Contracting Online, Dar al-Nahda al-Arabiya, Egypt, 2000, p. 31.

Protection and Anti-Counterfeiting Law of 2009, must be interpreted in light of technological development and the functional nature of digital communication tools. In the absence of an explicit legislative specification, electronic display through websites, mobile applications, electronic platforms, and interactive interfaces should be considered legally valid means of disclosure, provided that the information is clear, accessible, and permanently available to the consumer prior to contract formation.

Accordingly, the concept of labeling in the traditional sense may be replaced, in electronic environments, by digital labeling. This includes the detailed description of the product or service on the webpage, accompanied by technical specifications, high-resolution images, usage instructions, warnings, warranty conditions, and terms of sale. Such digital disclosure performs the same legal function as physical labeling, namely enabling the consumer to identify the product precisely and avoid any form of ignorance or misunderstanding.

Furthermore, effective electronic disclosure requires that the information be presented in a transparent and intelligible manner. It should not be hidden within complex hyperlinks, lengthy general conditions, or ambiguous technical terminology that the average consumer cannot reasonably understand. The principle of transparency implies that essential information—such as total price, additional charges, delivery time, right of withdrawal, and after-sales service—must be prominently displayed before the consumer expresses acceptance. This ensures that consent is truly informed and not merely formal.

In addition, electronic inspection, through digital catalogs and virtual product presentations, represents a functional substitute for physical examination. However, unlike traditional inspection, the consumer relies entirely on the accuracy and honesty of the supplier's representations. This increases the importance of imposing stricter obligations of accuracy and authenticity on the professional party. Any discrepancy between the electronic description and the actual product delivered may constitute a breach of contract or even deceptive commercial practice.

Therefore, in interpreting Algerian legislation, it can be concluded that the "appropriate means" of informing in electronic contracts encompass all digital communication tools that effectively convey essential information to the consumer prior to contracting. Legislative silence should not be viewed as a deficiency, but rather as allowing flexible interpretation that accommodates technological evolution. Nonetheless, for greater legal certainty and enhanced consumer protection, it would be advisable for the Algerian legislator to explicitly regulate electronic disclosure mechanisms, define minimum mandatory information requirements, and establish clear sanctions for non-compliance in the context of electronic commerce.

In this way, the obligation to inform in electronic contracts becomes not merely a formal requirement, but a substantive guarantee aimed at achieving contractual balance and protecting consumer trust in the digital marketplace.

Conclusion:

Through our research, we have concluded that despite the widespread use of remote information and communication technologies in the formation and execution of electronic contracts via the internet, the Algerian legislator has not allocated specific legal provisions in consumer protection legislation to protect consumers who enter into electronic contracts. This is contrary to some precedent Arab legislations that have regulated such legal provisions, such as the Tunisian legislation of 2000, the Lebanese legislation of 2004, and the Qatari legislation of 2008.

Given the importance of protecting consumers when dealing with electronic contracts, we propose the following actions for the Algerian legislator:

-Regulating Legal Provisions for Electronic Consumer Protection: Develop specific legal provisions to protect electronic consumers, taking into account international and regional experiences.

-Legal Recognition of Electronic Contracts: Acknowledge electronic contracts legally due to their prevalence and international nature.

-Resolving Issues with Information Messaging Systems: Address the use of messaging systems in contract formation. The Algerian legislator has mainly focused on electronic proof and signatures.

-Defining Mandatory Information for Electronic Consumers: Specify the information that must be provided to electronic consumers and outline the ordering process.

-Explicitly Granting Consumer Rights: Clearly state the consumer's right to withdraw the order and the supplier's responsibility in this regard.

-Dispute Resolution Mechanisms: Define procedures for resolving disputes related to electronic contracts, both judicial and non-judicial.

In conclusion, the success of the legal system depends on its responsiveness to the developments in society, either by addressing emerging issues or by developing existing concepts and principles with flexibility in their application. Particularly, with the advancement of information technologies, the world is on the verge of a new era where information societies prevail, similar to the industrial revolution. Electronic means have become parties in contract formation, the majority of which are characterized by electronic nature.

Therefore, it is imperative to enact legislation that regulates the specifics of electronic commerce and transactions comprehensively, while defining the concept of information and the roles of parties involved, and protecting the weaker party in such electronic transactions, who is often the consumer of products offered electronically. This might provide greater protection for consumers who are typically the weaker party in electronic transactions.